

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

JOHNNY GARCIA,	§	
	§	
Plaintiff,	§	
	§	
VS.	§	CIVIL ACTION NO. H-13-3299
	§	
U.S. LOGISTICS, INC. <i>et al.</i> ,	§	
	§	
Defendants.	§	

ORDER ON BAE SYSTEMS, INC.'S MOTION TO COMPEL

BAE Systems Land and Armaments, L.P. (“BAE Systems L&A”) has moved to compel the plaintiff, Johnny Garcia, to comply with a court directive to remove BAE Systems, Inc. as a named defendant. (Docket Entry No. 19). The plaintiff, Johnny Garcia, responded, and the defendants replied. (Docket Entry Nos. 22, 24).

The plaintiff asserts a breach of contract claim. The defendant notified plaintiff’s counsel that BAE Systems, Inc. was not a proper defendant and that the proper entities were BAE Systems L&A and U.S. Logistics. The plaintiff subsequently amended, but rather than removing BAE Systems, Inc. as a defendant, the plaintiff identified the defendant as “BAE Systems, Inc. d/b/a BAE Systems Land and Armaments, L.P.” The defendant advised counsel for the plaintiff that this still named an improper party because BAE Systems, Inc. does not conduct business as BAE Systems L&A. At a scheduling conference held on December 13, 2013, the plaintiff’s counsel agreed to remove BAE Systems, Inc. as a defendant if it had no role in the events at issue. The plaintiff’s Second Amended Complaint, filed on December 31 changed the case caption to identify BAE Systems L&A as a subsidiary of BAE Systems, Inc. The defendant seeks an order requiring

the removal of BAE Systems, Inc. as a defendant. The argument is that while BAE Systems, Inc. is the parent company of the BAE Systems L&A, it is not the entity with which the plaintiff's employer, codefendant U.S. Logistics contracted, and has no involvement in this case.

BAE Systems L&A has submitted evidence showing that it contracts with various suppliers, including U.S. Logistics, and that U.S. Logistics offered employment to the plaintiff under such a contract and purchase order. The offer letter to Johnny Garcia was issued by U.S. Logistics. The plaintiff's breach of contract claim is based on this offer letter.

BAE Systems, Inc. is the parent company of BAE Systems L&A. The record shows that BAE Systems, Inc. was not a party to the purchase order between BAE Systems L&A and U.S. Logistics. BAE Systems, Inc. was not involved with the alleged employment contract between Johnny Garcia and U.S. Logistics, played no role in the arrangement between BAE Systems L&A and U.S. Logistics, and did not authorize or know of U.S. Logistics's offer of employment to Garcia. Employees with whom Garcia dealt worked for BAE Systems L&A, not BAE Systems, Inc.

In response, the plaintiff asserts that he has not named BAE Systems, Inc. as a defendant and does not intend to pursue BAE Systems, Inc. as a defendant. Instead, he has sued a single defendant – BAE Systems L&A – and merely described it as a subsidiary of BAE Systems, Inc.

Based on this clarification, the motion to compel is moot. The only defendant is BAE Systems L&A. BAE Systems, Inc. is not a defendant in this action.

SIGNED on April 2, 2014, at Houston, Texas.



Lee H. Rosenthal
United States District Judge